

Judge Marsha J. Pechman

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

JAIME PLASCENCIA AND CECELIA
PLASCENCIA,

Plaintiffs,

vs.

COLLINS ASSET GROUP, LLC AND
DANIEL N. GORDON, PC D/B/A GORDON,
AYLWORTH & TAMI, P.C.,

Defendants.

Civil Action No. 2:17-cv-01505-MJP

DEFENDANT COLLINS ASSET GROUP,
LLC'S ANSWER TO SECOND AMENDED
COMPLAINT FOR VIOLATIONS OF 15
USC §1692 AND RCW CHAPTERS 19.16
AND 19.86 ET SEQ.

COME NOW Defendant Collins Asset Group, LLC ("CAG") by and through its undersigned counsel of record, and for its Answer to Plaintiffs Jaime and Cecelia Plascencias' Second Amended Complaint for Violations of 15 USC §1692 and RCW Chapters 19.16 and 19.86 Et Seq. ("Second Amended Complaint"), admits, denies, and avers as follows:

I. JURISDICTION AND VENUE

1. In answer to paragraph 1 of the Second Amended Complaint, CAG states that the first two sentences contain allegations that do not require a response. CAG admits that this Court has original jurisdiction over the Plascencias' Fair Debt Collection Practices Act (FDCPA) claims. As to any remaining allegations, CAG denies.

2. In answer to paragraph 2 of the Second Amended Complaint, CAG admits.

3. In answer to paragraph 3 of the Second Amended Complaint, CAG admits that

venue is proper. As to whether the Plascencias reside within the territorial jurisdiction of the Court, CAG lacks sufficient knowledge or information to determine the truth or falsity of these allegations and therefore denies. As to any remaining allegations, CAG denies.

II. PARTIES

4. In answer to paragraph 4 of the Second Amended Complaint, CAG states that the allegations regarding the Plascencias' status as natural persons and the Plascencias' residence are not directed at CAG, and therefore no response is required. As to any remaining allegations, CAG denies.

5. In answer to paragraph 5 of the Second Amended Complaint, CAG lacks sufficient knowledge or information to determine the truth or falsity of these allegations and therefore denies.

6. In answer to paragraph 6 of the Second Amended Complaint, CAG denies.

7. In answer to paragraph 7 of the Second Amended Complaint, CAG denies.

8. In answer to paragraph 8 of the Second Amended Complaint, CAG denies.

9. In answer to paragraph 9 of the Second Amended Complaint, CAG admits.

10. In answer to paragraph 10 of the Second Amended Complaint, CAG states that this paragraph contains allegations not directed to CAG, and therefore no response is required.

11. In answer to paragraph 11 of the Second Amended Complaint, CAG states that this paragraph contains allegations not directed to CAG, and therefore no response is required. To the extent a response is required, CAG denies that the debt in question falls within the purview of the FDCPA.

12. In answer to paragraph 12 of the Second Amended Complaint, CAG states that this paragraph contains allegations not directed to CAG, and therefore no response is required.

13. In answer to paragraph 13 of the Second Amended Complaint, CAG states that this paragraph contains allegations not directed to CAG, and therefore no response is required.

14. In answer to paragraph 14 of the Second Amended Complaint, CAG states that this paragraph contains allegations not directed to CAG, and therefore no response is required.

1 15. In answer to paragraph 15 of the Second Amended Complaint, CAG admits it
2 does business in Washington. As to the remaining allegations, CAG lacks sufficient knowledge
3 or information to determine the truth or falsity of these allegations and therefore denies.

4 **III. FACTUAL ALLEGATIONS**

5 16. In answer to paragraph 16 of the Second Amended Complaint, CAG lacks
6 sufficient knowledge or information to determine the truth or falsity of these allegations and
7 therefore denies.

8 17. In answer to paragraph 17 of the Second Amended Complaint, CAG admits there
9 was a non-judicial foreclosure. To the extent these allegations characterize the contents of a
10 document, that document speaks for itself. To the extent these allegations mischaracterize a
11 document, CAG denies. As to any remaining allegations, CAG lacks sufficient knowledge or
12 information to determine the truth or falsity of these allegations and therefore denies.

13 18. In answer to paragraph 18 of the Second Amended Complaint, CAG admits there
14 was a non-judicial foreclosure. As to any remaining allegations, CAG lacks sufficient
15 knowledge or information to determine the truth or falsity of these allegations and therefore
16 denies.

17 19. In answer to paragraph 19 of the Second Amended Complaint, CAG admits there
18 was a non-judicial foreclosure. To the extent these allegations characterize the contents of a
19 document, that document speaks for itself. To the extent these allegations mischaracterize a
20 document, CAG denies. As to any remaining allegations, CAG lacks sufficient knowledge or
21 information to determine the truth or falsity of these allegations and therefore denies.

22 20. In answer to paragraph 20 of the Second Amended Complaint, CAG lacks
23 sufficient knowledge or information to determine the truth or falsity of these allegations and
24 therefore denies.

25 21. In answer to paragraph 21 of the Second Amended Complaint, CAG lacks
26 sufficient knowledge or information to determine the truth or falsity of these allegations and
27 therefore denies.

1 22. In answer to paragraph 22 of the Second Amended Complaint, CAG lacks
2 sufficient knowledge or information to determine the truth or falsity of these allegations and
3 therefore denies.

4 23. In answer to paragraph 23 of the Second Amended Complaint, CAG lacks
5 sufficient knowledge or information to determine the truth or falsity of these allegations and
6 therefore denies.

7 24. In answer to paragraph 24 of the Second Amended Complaint, CAG lacks
8 sufficient knowledge or information to determine the truth or falsity of these allegations and
9 therefore denies.

10 25. In answer to paragraph 25 of the Second Amended Complaint, CAG lacks
11 sufficient knowledge or information to determine the truth or falsity of these allegations and
12 therefore denies.

13 26. In answer to paragraph 26 of the Second Amended Complaint, CAG denies that
14 the Plascencias have ever repudiated the Second Note or had the right or ability to repudiate the
15 Second Note. CAG further denies that the Plascencias have ever been relieved of their
16 obligation to pay monthly installment payments on the Second Note. These issues have already
17 been adjudicated between the parties in *Collins Asset Group, LLC v. Plascencia, et al.*, King
18 County District Court Case No. 172-14488. In that case, the court determined *as matter of law*
19 that: 1) the Second Note created an installment contract under which the Plascencias were
20 required to make monthly installment payments; 2) any “charge off” of the debt did not trigger
21 the statute of limitations for collection on the Second Note; 3) the Plascencias never repudiated
22 the Second Note and had a continuing obligation to make monthly payments until the Note was
23 accelerated in 2015; 4) collection on the Second Note is not time-barred; 5) the Plascencias
24 currently owe \$45,289 on the Second Note; and 6) as the holder of the Second Note, CAG is
25 entitled to enforce it pursuant to Article 3 of the Uniform Commercial Code. *See Findings of*
26 *Fact and Conclusion of Law on Motion for Summary Judgment, Collins Asset Group, LLC v.*
27 *Plascencia, et al.*, King County District Court Case No. 172-14488 (Dec. 5, 2018). Pursuant to

1 the Rooker-Feldman Doctrine, the Full Faith and Credit Act, and the doctrine of collateral
2 estoppel, the Plascencias are barred from relitigating these issues in the instant matter. *See*
3 *Kremer v. Chemical Construction Corp.*, 456 U.S. 461, 466 (1982) (Full Faith and Credit Act
4 “requires federal courts to give the same preclusive effect to state court judgments that those
5 judgments would be given in the courts of the State from which the judgments emerged.”) 28
6 U.S.C. § 1738 (codifying the Full Faith and Credit Act); *State v. Mullin-Coston*, 152 Wn.2d 107,
7 113, 95 P.3d 321, 324 (2004) (“when an issue of ultimate fact has once been determined by a
8 valid and final judgment, that issue cannot again be litigated between the same parties in any
9 future lawsuit”).

10 27. In answer to paragraph 27 of the Second Amended Complaint, CAG lacks
11 sufficient knowledge or information to determine the truth or falsity of these allegations and
12 therefore denies.

13 28. In answer to paragraph 28 of the Second Amended Complaint, CAG lacks
14 sufficient knowledge or information to determine the truth or falsity of these allegations and
15 therefore denies.

16 29. In answer to paragraph 29 of the Second Amended Complaint, to the extent these
17 allegations characterize the contents of a document, that document speaks for itself. To the
18 extent these allegations mischaracterize a document, CAG denies. As to any remaining
19 allegations, CAG lacks sufficient knowledge or information to determine the truth or falsity of
20 these allegations and therefore denies.

21 30. In answer to paragraph 30 of the Second Amended Complaint, CAG admits that it
22 acquired the Plascencias’ debt from Newport Beach Holdings, LLC on or about December 19,
23 2013. As to any remaining allegations, CAG denies.

24 31. In answer to paragraph 31 of the Second Amended Complaint, to the extent these
25 allegations characterize the contents of a document, that document speaks for itself. To the
26 extent these allegations mischaracterize a document, CAG denies. To the extent these
27 allegations imply that CAG violated any statute, regulation, or other law, CAG denies.

32. In answer to paragraph 32 of the Second Amended Complaint, CAG denies.

33. In answer to paragraph 33 of the Second Amended Complaint, to the extent these allegations characterize the contents of a document, that document speaks for itself. To the extent these allegations mischaracterize a document, CAG denies. To the extent these allegations imply that CAG violated any statute, regulation, or other law, CAG denies. As to any remaining allegations, CAG lacks sufficient knowledge or information to determine the truth or falsity of these allegations and therefore denies.

34. In answer to paragraph 34 of the Second Amended Complaint, to the extent these allegations characterize the contents of a document, that document speaks for itself. To the extent these allegations mischaracterize a document, CAG denies. To the extent these allegations imply that CAG violated any statute, regulation, or other law, CAG denies. As to any remaining allegations, CAG lacks sufficient knowledge or information to determine the truth or falsity of these allegations and therefore denies.

35. In answer to paragraph 35 of the Second Amended Complaint, to the extent these allegations characterize the contents of a document, that document speaks for itself. To the extent these allegations mischaracterize a document, CAG denies. To the extent these allegations imply that CAG violated any statute, regulation, or other law, CAG denies.

36. In answer to paragraph 36 of the Second Amended Complaint, to the extent these allegations characterize the contents of a document, that document speaks for itself. To the extent these allegations mischaracterize a document, CAG denies. To the extent these allegations imply that CAG violated any statute, regulation, or other law, CAG denies.

37. In answer to paragraph 37 of the Second Amended Complaint, to the extent these allegations characterize the contents of a document, that document speaks for itself. To the extent these allegations mischaracterize a document, CAG denies. To the extent these allegations imply that CAG violated any statute, regulation, or other law, CAG denies.

38. In answer to paragraph 38 of the Second Amended Complaint, to the extent these allegations characterize the contents of a document, that document speaks for itself. To the

1 extent these allegations mischaracterize a document, CAG denies. To the extent these
2 allegations imply that CAG violated any statute, regulation, or other law, CAG denies.

3 39. In answer to paragraph 39 of the Second Amended Complaint, to the extent these
4 allegations characterize the contents of a document, that document speaks for itself. To the
5 extent these allegations mischaracterize a document, CAG denies. To the extent these
6 allegations imply that CAG violated any statute, regulation, or other law, CAG denies.

7 40. In answer to paragraph 40 of the Second Amended Complaint, to the extent these
8 allegations characterize the contents of a document, that document speaks for itself. To the
9 extent these allegations mischaracterize a document, CAG denies. To the extent these
10 allegations imply that CAG violated any statute, regulation, or other law, CAG denies.

11 41. In answer to paragraph 41 of the Second Amended Complaint, to the extent these
12 allegations characterize the contents of a document, that document speaks for itself. To the
13 extent these allegations mischaracterize a document, CAG denies. To the extent these
14 allegations imply that CAG violated any statute, regulation, or other law, CAG denies.

15 42. In answer to paragraph 42 of the Second Amended Complaint, to the extent these
16 allegations characterize the contents of a document, that document speaks for itself. To the
17 extent these allegations mischaracterize a document, CAG denies. To the extent these
18 allegations imply that CAG violated any statute, regulation, or other law, CAG denies.

19 43. In answer to paragraph 43 of the Second Amended Complaint, to the extent these
20 allegations characterize the contents of a document, that document speaks for itself To the extent
21 these allegations mischaracterize a document, CAG denies. To the extent these allegations imply
22 that CAG violated any statute, regulation, or other law, CAG denies.

23 44. In answer to paragraph 44 of the Second Amended Complaint, to the extent these
24 allegations characterize the contents of a document, that document speaks for itself. To the
25 extent these allegations mischaracterize a document, CAG denies. To the extent these
26 allegations imply that CAG violated any statute, regulation, or other law, CAG denies.

27 45. In answer to paragraph 45 of the Second Amended Complaint, to the extent these

1 allegations characterize the contents of a document, that document speaks for itself. To the
 2 extent these allegations mischaracterize a document, CAG denies. To the extent these
 3 allegations imply that CAG violated any statute, regulation, or other law, CAG denies.

4 46. In answer to paragraph 46 of the Second Amended Complaint, CAG admits.

5 47. In answer to paragraph 47 of the Second Amended Complaint, CAG admits.

6 48. In answer to paragraph 48 of the Second Amended Complaint, to the extent these
 7 allegations characterize the contents of a document, that document speaks for itself. To the
 8 extent these allegations mischaracterize a document, CAG denies. To the extent these
 9 allegations imply that CAG violated any statute, regulation, or other law, CAG denies.

10 49. In answer to paragraph 49 of the Second Amended Complaint, to the extent these
 11 allegations characterize the contents of a document, that document speaks for itself. To the
 12 extent these allegations mischaracterize a document, CAG denies. CAG denies that it violated
 13 any statute, regulation, or other law in connection with the Collection Lawsuit. CAG specifically
 14 denies that the allegations contained in subparts (a)-(g) constituted “misrepresentations.” These
 15 issues have already been adjudicated between the parties in *Collins Asset Group, LLC v.*
 16 *Plascencia, et al.*, King County District Court Case No. 172-14488. In that case, the court
 17 determined *as matter of law* that: 1) the Second Note created an installment contract under which
 18 the Plascencias were required to make monthly installment payments; 2) any “charge off” of the
 19 debt did not trigger the statute of limitations for collection on the Second Note; 3) the
 20 Plascencias never repudiated the Second Note and had a continuing obligation to make monthly
 21 payments until the Note was accelerated in 2015; 4) collection on the Second Note is not time-
 22 barred; 5) the Plascencias currently owe \$45,289 on the Second Note; and 6) as the holder of the
 23 Second Note, CAG is entitled to enforce it pursuant to Article 3 of the Uniform Commercial
 24 Code. *See Findings of Fact and Conclusion of Law on Motion for Summary Judgment, Collins*
 25 *Asset Group, LLC v. Plascencia, et al.*, King County District Court Case No. 172-14488 (Dec. 5,
 26 2018). Pursuant to the Rooker-Feldman Doctrine, the Full Faith and Credit Act, and the doctrine
 27 of collateral estoppel, the Plascencias are barred from relitigating these issues in the instant

1 matter. *See Kremer v. Chemical Construction Corp.*, 456 U.S. 461, 466 (1982) (Full Faith and
 2 Credit Act “requires federal courts to give the same preclusive effect to state court judgments
 3 that those judgments would be given in the courts of the State from which the judgments
 4 emerged.”) 28 U.S.C. § 1738 (codifying the Full Faith and Credit Act); *State v. Mullin-Coston*,
 5 152 Wn.2d 107, 113, 95 P.3d 321, 324 (2004) (“when an issue of ultimate fact has once been
 6 determined by a valid and final judgment, that issue cannot again be litigated between the same
 7 parties in any future lawsuit”).

8 50. In answer to paragraph 50 of the Second Amended Complaint, because these
 9 allegations call for a legal conclusion, CAG refers them to the Court and makes no answer
 10 thereto. To the extent a response is required, CAG denies that these allegations provide a
 11 complete, accurate, or applicable definition of “holder in due course.”

12 51. In answer to paragraph 51 of the Second Amended Complaint, CAG denies that it
 13 violated any statute, regulation, or other law in connection with the Collection Lawsuit. As to
 14 any remaining allegations, because these allegations call for a legal conclusion, CAG refers them
 15 to the Court and makes no answer thereto.

16 52. In answer to paragraph 52 of the Second Amended Complaint, CAG denies.

17 53. In answer to paragraph 53 of the Second Amended Complaint, CAG denies.
 18 These issues have already been adjudicated between the parties in *Collins Asset Group, LLC v.*
 19 *Plascencia, et al.*, King County District Court Case No. 172-14488. In that case, the court
 20 determined *as matter of law* that: 1) the Second Note created an installment contract under which
 21 the Plascencias were required to make monthly installment payments; 2) any “charge off” of the
 22 debt did not trigger the statute of limitations for collection on the Second Note; 3) the
 23 Plascencias never repudiated the Second Note and had a continuing obligation to make monthly
 24 payments until the Note was accelerated in 2015; 4) collection on the Second Note is not time-
 25 barred; 5) the Plascencias currently owe \$45,289 on the Second Note; and 6) as the holder of the
 26 Second Note, CAG is entitled to enforce it pursuant to Article 3 of the Uniform Commercial
 27 Code. *See Findings of Fact and Conclusion of Law on Motion for Summary Judgment, Collins*

1 *Asset Group, LLC v. Plascencia, et al.*, King County District Court Case No. 172-14488 (Dec. 5,
 2 2018). Pursuant to the Rooker-Feldman Doctrine, the Full Faith and Credit Act, and the doctrine
 3 of collateral estoppel, the Plascencias are barred from relitigating these issues in the instant
 4 matter. *See Kremer v. Chemical Construction Corp.*, 456 U.S. 461, 466 (1982) (Full Faith and
 5 Credit Act “requires federal courts to give the same preclusive effect to state court judgments
 6 that those judgments would be given in the courts of the State from which the judgments
 7 emerged.”) 28 U.S.C. § 1738 (codifying the Full Faith and Credit Act); *State v. Mullin-Coston*,
 8 152 Wn.2d 107, 113, 95 P.3d 321, 324 (2004) (“when an issue of ultimate fact has once been
 9 determined by a valid and final judgment, that issue cannot again be litigated between the same
 10 parties in any future lawsuit”).

11 54. In answer to paragraph 54 of the Second Amended Complaint, because these
 12 allegations call for a legal conclusion, CAG refers them to the Court and makes no answer
 13 thereto. To the extent a response is required, CAG denies that these allegations provide a
 14 complete or accurate characterization of the applicable law.

15 55. In answer to paragraph 55 of the Second Amended Complaint, CAG denies.
 16 These issues have already been adjudicated between the parties in *Collins Asset Group, LLC v.*
 17 *Plascencia, et al.*, King County District Court Case No. 172-14488. In that case, the court
 18 determined *as matter of law* that: 1) the Second Note created an installment contract under which
 19 the Plascencias were required to make monthly installment payments; 2) any “charge off” of the
 20 debt did not trigger the statute of limitations for collection on the Second Note; 3) the
 21 Plascencias never repudiated the Second Note and had a continuing obligation to make monthly
 22 payments until the Note was accelerated in 2015; 4) collection on the Second Note is not time-
 23 barred; 5) the Plascencias currently owe \$45,289 on the Second Note; and 6) as the holder of the
 24 Second Note, CAG is entitled to enforce it pursuant to Article 3 of the Uniform Commercial
 25 Code. *See Findings of Fact and Conclusion of Law on Motion for Summary Judgment, Collins*
 26 *Asset Group, LLC v. Plascencia, et al.*, King County District Court Case No. 172-14488 (Dec. 5,
 27 2018). Pursuant to the Rooker-Feldman Doctrine, the Full Faith and Credit Act, and the doctrine

1 of collateral estoppel, the Plascencias are barred from relitigating these issues in the instant
2 matter. *See Kremer v. Chemical Construction Corp.*, 456 U.S. 461, 466 (1982) (Full Faith and
3 Credit Act “requires federal courts to give the same preclusive effect to state court judgments
4 that those judgments would be given in the courts of the State from which the judgments
5 emerged.”) 28 U.S.C. § 1738 (codifying the Full Faith and Credit Act); *State v. Mullin-Coston*,
6 152 Wn.2d 107, 113, 95 P.3d 321, 324 (2004) (“when an issue of ultimate fact has once been
7 determined by a valid and final judgment, that issue cannot again be litigated between the same
8 parties in any future lawsuit”).

9 56. In answer to paragraph 56 of the Second Amended Complaint, CAG lacks
10 sufficient knowledge or information to determine the truth or falsity of these allegations and
11 therefore denies.

12 57. In answer to paragraph 57 of the Second Amended Complaint, CAG lacks
13 sufficient knowledge or information to determine the truth or falsity of these allegations and
14 therefore denies.

15 58. In answer to paragraph 58 of the Second Amended Complaint, CAG denies.
16 These issues have already been adjudicated between the parties in *Collins Asset Group, LLC v.*
17 *Plascencia, et al.*, King County District Court Case No. 172-14488. In that case, the court
18 determined *as matter of law* that: 1) the Second Note created an installment contract under which
19 the Plascencias were required to make monthly installment payments; 2) any “charge off” of the
20 debt did not trigger the statute of limitations for collection on the Second Note; 3) the
21 Plascencias never repudiated the Second Note and had a continuing obligation to make monthly
22 payments until the Note was accelerated in 2015; 4) collection on the Second Note is not time-
23 barred; 5) the Plascencias currently owe \$45,289 on the Second Note; and 6) as the holder of the
24 Second Note, CAG is entitled to enforce it pursuant to Article 3 of the Uniform Commercial
25 Code. *See Findings of Fact and Conclusion of Law on Motion for Summary Judgment, Collins*
26 *Asset Group, LLC v. Plascencia, et al.*, King County District Court Case No. 172-14488 (Dec. 5,
27 2018). Pursuant to the Rooker-Feldman Doctrine, the Full Faith and Credit Act, and the doctrine

1 of collateral estoppel, the Plascencias are barred from relitigating these issues in the instant
2 matter. *See Kremer v. Chemical Construction Corp.*, 456 U.S. 461, 466 (1982) (Full Faith and
3 Credit Act “requires federal courts to give the same preclusive effect to state court judgments
4 that those judgments would be given in the courts of the State from which the judgments
5 emerged.”) 28 U.S.C. § 1738 (codifying the Full Faith and Credit Act); *State v. Mullin-Coston*,
6 152 Wn.2d 107, 113, 95 P.3d 321, 324 (2004) (“when an issue of ultimate fact has once been
7 determined by a valid and final judgment, that issue cannot again be litigated between the same
8 parties in any future lawsuit”).

9 59. In answer to paragraph 59 of the Second Amended Complaint, CAG denies it
10 provided any misleading or incorrect information to the Plascencias. CAG further denies that the
11 Plascencias “do not owe” the debt in question. CAG further denies any conduct that was “false,
12 misleading, improper, and confusing.” These issues have already been adjudicated between the
13 parties in *Collins Asset Group, LLC v. Plascencia, et al.*, King County District Court Case No.
14 172-14488. In that case, the court determined *as matter of law* that: 1) the Second Note created
15 an installment contract under which the Plascencias were required to make monthly installment
16 payments; 2) any “charge off” of the debt did not trigger the statute of limitations for collection
17 on the Second Note; 3) the Plascencias never repudiated the Second Note and had a continuing
18 obligation to make monthly payments until the Note was accelerated in 2015; 4) collection on
19 the Second Note is not time-barred; 5) the Plascencias currently owe \$45,289 on the Second
20 Note; and 6) as the holder of the Second Note, CAG is entitled to enforce it pursuant to Article 3
21 of the Uniform Commercial Code. *See Findings of Fact and Conclusion of Law on Motion for*
22 *Summary Judgment, Collins Asset Group, LLC v. Plascencia, et al.*, King County District Court
23 Case No. 172-14488 (Dec. 5, 2018). Pursuant to the Rooker-Feldman Doctrine, the Full Faith
24 and Credit Act, and the doctrine of collateral estoppel, the Plascencias are barred from
25 relitigating these issues in the instant matter. *See Kremer v. Chemical Construction Corp.*, 456
26 U.S. 461, 466 (1982) (Full Faith and Credit Act “requires federal courts to give the same
27 preclusive effect to state court judgments that those judgments would be given in the courts of

the State from which the judgments emerged.”) 28 U.S.C. § 1738 (codifying the Full Faith and Credit Act); *State v. Mullin-Coston*, 152 Wn.2d 107, 113, 95 P.3d 321, 324 (2004) (“when an issue of ultimate fact has once been determined by a valid and final judgment, that issue cannot again be litigated between the same parties in any future lawsuit”). As to any remaining allegations, CAG lacks sufficient knowledge or information to determine the truth or falsity of these allegations and therefore denies.

IV. CAUSES OF ACTION

A. GENERAL ALLEGATIONS APPLICABLE TO ALL FDCA CLAIMS

60. In answer to paragraph 60 of the Second Amended Complaint, CAG repeats and incorporates its responses set forth in the foregoing paragraphs.

61. In answer to paragraph 61 of the Second Amended Complaint, CAG states that this paragraph contains allegations not directed to CAG, and therefore no response is required.

62. In answer to paragraph 62 of the Second Amended Complaint, CAG states that this paragraph contains allegations not directed to CAG, and therefore no response is required.

63. In answer to paragraph 63 of the Second Amended Complaint, CAG states that this paragraph contains allegations not directed to CAG, and therefore no response is required.

64. In answer to paragraph 64 of the Second Amended Complaint, CAG states that this paragraph contains allegations not directed to CAG, and therefore no response is required.

1. Count 1

65. In answer to paragraph 65 of the Second Amended Complaint, CAG repeats and incorporates its responses set forth in the foregoing paragraphs.

66. In answer to paragraph 66 of the Second Amended Complaint, CAG states that this paragraph contains allegations not directed to CAG, and therefore no response is required.

67. In answer to paragraph 67 of the Second Amended Complaint, CAG states that this paragraph contains allegations not directed to CAG, and therefore no response is required.

68. In answer to paragraph 68 of the Second Amended Complaint, CAG specifically denies the allegations contained in paragraph 68, including subparts (a)-(i). These issues have

1 already been adjudicated between the parties in *Collins Asset Group, LLC v. Plascencia, et al.*,
 2 King County District Court Case No. 172-14488. In that case, the court determined *as matter of*
 3 *law* that: 1) the Second Note created an installment contract under which the Plascencias were
 4 required to make monthly installment payments; 2) any “charge off” of the debt did not trigger
 5 the statute of limitations for collection on the Second Note; 3) the Plascencias never repudiated
 6 the Second Note and had a continuing obligation to make monthly payments until the Note was
 7 accelerated in 2015; 4) collection on the Second Note is not time-barred; 5) the Plascencias
 8 currently owe \$45,289 on the Second Note; and 6) as the holder of the Second Note, CAG is
 9 entitled to enforce it pursuant to Article 3 of the Uniform Commercial Code. *See* Findings of
 10 Fact and Conclusion of Law on Motion for Summary Judgment, *Collins Asset Group, LLC v.*
 11 *Plascencia, et al.*, King County District Court Case No. 172-14488 (Dec. 5, 2018). Pursuant to
 12 the Rooker-Feldman Doctrine, the Full Faith and Credit Act, and the doctrine of collateral
 13 estoppel, the Plascencias are barred from relitigating these issues in the instant matter. *See*
 14 *Kremer v. Chemical Construction Corp.*, 456 U.S. 461, 466 (1982) (Full Faith and Credit Act
 15 “requires federal courts to give the same preclusive effect to state court judgments that those
 16 judgments would be given in the courts of the State from which the judgments emerged.”) 28
 17 U.S.C. § 1738 (codifying the Full Faith and Credit Act); *State v. Mullin-Coston*, 152 Wn.2d 107,
 18 113, 95 P.3d 321, 324 (2004) (“when an issue of ultimate fact has once been determined by a
 19 valid and final judgment, that issue cannot again be litigated between the same parties in any
 20 future lawsuit”).

21 69. In answer to paragraph 69 of the Second Amended Complaint, CAG denies.

22 **2. Count 2**

23 70. In answer to paragraph 70 of the Second Amended Complaint, CAG states that
 24 this paragraph contains allegations not directed to CAG, and therefore no response is required.

25 71. In answer to paragraph 71 of the Second Amended Complaint, CAG denies.
 26 These issues have already been adjudicated between the parties in *Collins Asset Group, LLC v.*
 27 *Plascencia, et al.*, King County District Court Case No. 172-14488. In that case, the court

determined *as matter of law* that: 1) the Second Note created an installment contract under which the Plascencias were required to make monthly installment payments; 2) any “charge off” of the debt did not trigger the statute of limitations for collection on the Second Note; 3) the Plascencias never repudiated the Second Note and had a continuing obligation to make monthly payments until the Note was accelerated in 2015; 4) collection on the Second Note is not time-barred; 5) the Plascencias currently owe \$45,289 on the Second Note; and 6) as the holder of the Second Note, CAG is entitled to enforce it pursuant to Article 3 of the Uniform Commercial Code. *See Findings of Fact and Conclusion of Law on Motion for Summary Judgment, Collins Asset Group, LLC v. Plascencia, et al.*, King County District Court Case No. 172-14488 (Dec. 5, 2018). Pursuant to the Rooker-Feldman Doctrine, the Full Faith and Credit Act, and the doctrine of collateral estoppel, the Plascencias are barred from relitigating these issues in the instant matter. *See Kremer v. Chemical Construction Corp.*, 456 U.S. 461, 466 (1982) (Full Faith and Credit Act “requires federal courts to give the same preclusive effect to state court judgments that those judgments would be given in the courts of the State from which the judgments emerged.”) 28 U.S.C. § 1738 (codifying the Full Faith and Credit Act); *State v. Mullin-Coston*, 152 Wn.2d 107, 113, 95 P.3d 321, 324 (2004) (“when an issue of ultimate fact has once been determined by a valid and final judgment, that issue cannot again be litigated between the same parties in any future lawsuit”).

72. In answer to paragraph 72 of the Second Amended Complaint, CAG repeats and incorporates its response to paragraph 68 of the Amended Complaint.

73. In answer to paragraph 73 of the Second Amended Complaint, CAG denies.

B. GENERAL ALLEGATIONS APPLICABLE TO ALL CPA CLAIMS

74. In answer to paragraph 74 of the Second Amended Complaint, CAG lacks sufficient knowledge or information to determine the truth or falsity of these allegations and therefore denies.

75. In answer to paragraph 75 of the Second Amended Complaint, because these allegations call for a legal conclusion, CAG refers them to the Court and makes no answer

1 thereto.

2 76. In answer to paragraph 76 of the Second Amended Complaint, CAG states that
3 this paragraph contains allegations not directed to CAG, and therefore no response is required.
4 To the extent these allegations imply that CAG violated any statute, regulation, or other law,
5 CAG denies.

6 77. In answer to paragraph 77 of the Second Amended Complaint, CAG states that
7 this paragraph contains allegations not directed to CAG, and therefore no response is required.
8 To the extent these allegations imply that CAG violated any statute, regulation, or other law,
9 CAG denies.

10 78. In answer to paragraph 78 of the Second Amended Complaint, because these
11 allegations call for a legal conclusion, CAG refers them to the Court and makes no answer
12 thereto. To the extent these allegations imply that CAG violated any statute, regulation, or other
13 law, CAG denies.

14 79. In answer to paragraph 79 of the Second Amended Complaint, CAG states that
15 this paragraph contains allegations not directed to CAG, and therefore no response is required.
16 To the extent these allegations imply that CAG violated any statute, regulation, or other law,
17 CAG denies.

18 **1. Count 3**

19 80. In answer to paragraph 80 of the Second Amended Complaint, because these
20 allegations call for a legal conclusion, CAG refers them to the Court and makes no answer
21 thereto.

22 81. In answer to paragraph 81 of the Second Amended Complaint, to the extent these
23 allegations characterize the contents of a document, that document speaks for itself. To the
24 extent these allegations mischaracterize a document, CAG denies. To the extent these
25 allegations imply that CAG violated any statute, regulation, or other law, CAG denies.

26 82. In answer to paragraph 82 of the Second Amended Complaint, CAG lacks
27 sufficient knowledge or information to determine the truth or falsity of these allegations and

1 therefore denies.

2 83. In answer to paragraph 83 of the Second Amended Complaint, CAG denies.

3 **2. Count 4**

4 84. In answer to paragraph 84 of the Second Amended Complaint, CAG states that
5 this paragraph contains allegations not directed to CAG, and therefore no response is required.
6 To the extent these allegations imply that CAG violated any statute, regulation, or other law,
7 CAG denies.

8 85. In answer to paragraph 85 of the Second Amended Complaint, CAG specifically
9 denies all allegations, including those contained in subparts (a)-(d). These issues have already
10 been adjudicated between the parties in *Collins Asset Group, LLC v. Plascencia, et al.*, King
11 County District Court Case No. 172-14488. In that case, the court determined *as matter of law*
12 that: 1) the Second Note created an installment contract under which the Plascencias were
13 required to make monthly installment payments; 2) any “charge off” of the debt did not trigger
14 the statute of limitations for collection on the Second Note; 3) the Plascencias never repudiated
15 the Second Note and had a continuing obligation to make monthly payments until the Note was
16 accelerated in 2015; 4) collection on the Second Note is not time-barred; 5) the Plascencias
17 currently owe \$45,289 on the Second Note; and 6) as the holder of the Second Note, CAG is
18 entitled to enforce it pursuant to Article 3 of the Uniform Commercial Code. *See* Findings of
19 Fact and Conclusion of Law on Motion for Summary Judgment, *Collins Asset Group, LLC v.*
20 *Plascencia, et al.*, King County District Court Case No. 172-14488 (Dec. 5, 2018). Pursuant to
21 the Rooker-Feldman Doctrine, the Full Faith and Credit Act, and the doctrine of collateral
22 estoppel, the Plascencias are barred from relitigating these issues in the instant matter. *See*
23 *Kremer v. Chemical Construction Corp.*, 456 U.S. 461, 466 (1982) (Full Faith and Credit Act
24 “requires federal courts to give the same preclusive effect to state court judgments that those
25 judgments would be given in the courts of the State from which the judgments emerged.”) 28
26 U.S.C. § 1738 (codifying the Full Faith and Credit Act); *State v. Mullin-Coston*, 152 Wn.2d 107,
27 113, 95 P.3d 321, 324 (2004) (“when an issue of ultimate fact has once been determined by a

valid and final judgment, that issue cannot again be litigated between the same parties in any future lawsuit”).

86. In answer to paragraph 86 of the Second Amended Complaint, CAG repeats and incorporates its response to paragraph 68.

87. In answer to paragraph 87 of the Second Amended Complaint, CAG denies.

3. Count 5

88. In answer to paragraph 88 of the Second Amended Complaint, CAG states that this paragraph contains allegations not directed to CAG, and therefore no response is required.

89. In answer to paragraph 89 of the Second Amended Complaint, CAG denies that the Plascencias have ever repudiated the Second Note or had the right or ability to repudiate the Second Note. To the extent any remaining allegations characterize the contents of a document, that document speaks for itself. To the extent these allegations mischaracterize a document, CAG denies. As to any remaining allegations, CAG denies. These issues have already been adjudicated between the parties in *Collins Asset Group, LLC v. Plascencia, et al.*, King County District Court Case No. 172-14488. In that case, the court determined *as matter of law* that: 1) the Second Note created an installment contract under which the Plascencias were required to make monthly installment payments; 2) any “charge off” of the debt did not trigger the statute of limitations for collection on the Second Note; 3) the Plascencias never repudiated the Second Note and had a continuing obligation to make monthly payments until the Note was accelerated in 2015; 4) collection on the Second Note is not time-barred; 5) the Plascencias currently owe \$45,289 on the Second Note; and 6) as the holder of the Second Note, CAG is entitled to enforce it pursuant to Article 3 of the Uniform Commercial Code. *See Findings of Fact and Conclusion of Law on Motion for Summary Judgment, Collins Asset Group, LLC v. Plascencia, et al.*, King County District Court Case No. 172-14488 (Dec. 5, 2018). Pursuant to the Rooker-Feldman Doctrine, the Full Faith and Credit Act, and the doctrine of collateral estoppel, the Plascencias are barred from relitigating these issues in the instant matter. *See Kremer v. Chemical Construction Corp.*, 456 U.S. 461, 466 (1982) (Full Faith and Credit Act “requires federal courts

1 to give the same preclusive effect to state court judgments that those judgments would be given
 2 in the courts of the State from which the judgments emerged.”) 28 U.S.C. § 1738 (codifying the
 3 Full Faith and Credit Act); *State v. Mullin-Coston*, 152 Wn.2d 107, 113, 95 P.3d 321, 324 (2004)
 4 (“when an issue of ultimate fact has once been determined by a valid and final judgment, that
 5 issue cannot again be litigated between the same parties in any future lawsuit”).

6 90. In answer to paragraph 90 of the Second Amended Complaint, CAG denies.
 7 These issues have already been adjudicated between the parties in *Collins Asset Group, LLC v.*
 8 *Plascencia, et al.*, King County District Court Case No. 172-14488. In that case, the court
 9 determined *as matter of law* that: 1) the Second Note created an installment contract under which
 10 the Plascencias were required to make monthly installment payments; 2) any “charge off” of the
 11 debt did not trigger the statute of limitations for collection on the Second Note; 3) the
 12 Plascencias never repudiated the Second Note and had a continuing obligation to make monthly
 13 payments until the Note was accelerated in 2015; 4) collection on the Second Note is not time-
 14 barred; 5) the Plascencias currently owe \$45,289 on the Second Note; and 6) as the holder of the
 15 Second Note, CAG is entitled to enforce it pursuant to Article 3 of the Uniform Commercial
 16 Code. See Findings of Fact and Conclusion of Law on Motion for Summary Judgment, *Collins*
 17 *Asset Group, LLC v. Plascencia, et al.*, King County District Court Case No. 172-14488 (Dec. 5,
 18 2018). Pursuant to the Rooker-Feldman Doctrine, the Full Faith and Credit Act, and the doctrine
 19 of collateral estoppel, the Plascencias are barred from relitigating these issues in the instant
 20 matter. See *Kremer v. Chemical Construction Corp.*, 456 U.S. 461, 466 (1982) (Full Faith and
 21 Credit Act “requires federal courts to give the same preclusive effect to state court judgments
 22 that those judgments would be given in the courts of the State from which the judgments
 23 emerged.”) 28 U.S.C. § 1738 (codifying the Full Faith and Credit Act); *State v. Mullin-Coston*,
 24 152 Wn.2d 107, 113, 95 P.3d 321, 324 (2004) (“when an issue of ultimate fact has once been
 25 determined by a valid and final judgment, that issue cannot again be litigated between the same
 26 parties in any future lawsuit”).

27 91. In answer to paragraph 91 of the Second Amended Complaint, CAG repeats and

1 incorporates its response to paragraph 68.

2 92. In answer to paragraph 92 of the Second Amended Complaint, CAG denies.
3 These issues have already been adjudicated between the parties in *Collins Asset Group, LLC v.*
4 *Plascencia, et al.*, King County District Court Case No. 172-14488. In that case, the court
5 determined *as matter of law* that: 1) the Second Note created an installment contract under which
6 the Plascencias were required to make monthly installment payments; 2) any “charge off” of the
7 debt did not trigger the statute of limitations for collection on the Second Note; 3) the
8 Plascencias never repudiated the Second Note and had a continuing obligation to make monthly
9 payments until the Note was accelerated in 2015; 4) collection on the Second Note is not time-
10 barred; 5) the Plascencias currently owe \$45,289 on the Second Note; and 6) as the holder of the
11 Second Note, CAG is entitled to enforce it pursuant to Article 3 of the Uniform Commercial
12 Code. See Findings of Fact and Conclusion of Law on Motion for Summary Judgment, *Collins*
13 *Asset Group, LLC v. Plascencia, et al.*, King County District Court Case No. 172-14488 (Dec. 5,
14 2018). Pursuant to the Rooker-Feldman Doctrine, the Full Faith and Credit Act, and the doctrine
15 of collateral estoppel, the Plascencias are barred from relitigating these issues in the instant
16 matter. See *Kremer v. Chemical Construction Corp.*, 456 U.S. 461, 466 (1982) (Full Faith and
17 Credit Act “requires federal courts to give the same preclusive effect to state court judgments
18 that those judgments would be given in the courts of the State from which the judgments
19 emerged.”) 28 U.S.C. § 1738 (codifying the Full Faith and Credit Act); *State v. Mullin-Coston*,
20 152 Wn.2d 107, 113, 95 P.3d 321, 324 (2004) (“when an issue of ultimate fact has once been
21 determined by a valid and final judgment, that issue cannot again be litigated between the same
22 parties in any future lawsuit”).

23 **4. Count 6**

24 93. In answer to paragraph 93 of the Second Amended Complaint, CAG states that
25 this paragraph, including subparts (a)-(b), contains allegations not directed to CAG, and
26 therefore no response is required. To the extent these allegations imply that CAG violated any
27 statute, regulation, or other law, CAG denies.

1 94. In answer to paragraph 94 of the Second Amended Complaint, CAG denies.

2 **5. Count 7 – Injunctive Relief**

3 95. In answer to paragraph 95 of the Second Amended Complaint, CAG states that
4 this paragraph contains allegations not directed to CAG, and therefore no response is required.

5 96. In answer to paragraph 96 of the Second Amended Complaint, CAG denies that
6 Plaintiffs are entitled to injunctive relief. To the extent these allegations imply that CAG
7 violated any statute, regulation, or other law, CAG denies.

8 97. In answer to paragraph 97 of the Second Amended Complaint, CAG denies that
9 Plaintiffs are entitled to injunctive relief. To the extent these allegations imply that CAG
10 violated any statute, regulation, or other law, CAG denies. These issues have already been
11 adjudicated between the parties in *Collins Asset Group, LLC v. Plascencia, et al.*, King County
12 District Court Case No. 172-14488. In that case, the court determined *as matter of law* that: 1)
13 the Second Note created an installment contract under which the Plascencias were required to
14 make monthly installment payments; 2) any “charge off” of the debt did not trigger the statute of
15 limitations for collection on the Second Note; 3) the Plascencias never repudiated the Second
16 Note and had a continuing obligation to make monthly payments until the Note was accelerated
17 in 2015; 4) collection on the Second Note is not time-barred; 5) the Plascencias currently owe
18 \$45,289 on the Second Note; and 6) as the holder of the Second Note, CAG is entitled to enforce
19 it pursuant to Article 3 of the Uniform Commercial Code. *See* Findings of Fact and Conclusion
20 of Law on Motion for Summary Judgment, *Collins Asset Group, LLC v. Plascencia, et al.*, King
21 County District Court Case No. 172-14488 (Dec. 5, 2018). Pursuant to the Rooker-Feldman
22 Doctrine, the Full Faith and Credit Act, and the doctrine of collateral estoppel, the Plascencias
23 are barred from relitigating these issues in the instant matter. *See Kremer v. Chemical*
24 *Construction Corp.*, 456 U.S. 461, 466 (1982) (Full Faith and Credit Act “requires federal courts
25 to give the same preclusive effect to state court judgments that those judgments would be given
26 in the courts of the State from which the judgments emerged.”) 28 U.S.C. § 1738 (codifying the
27 Full Faith and Credit Act); *State v. Mullin-Coston*, 152 Wn.2d 107, 113, 95 P.3d 321, 324 (2004)

1 (“when an issue of ultimate fact has once been determined by a valid and final judgment, that
2 issue cannot again be litigated between the same parties in any future lawsuit”).

3 98. In answer to paragraph 98 of the Second Amended Complaint, CAG specifically
4 denies that its actions make up a pattern and practice of behavior that has impacted other
5 individuals similarly situated to the Plascencias. To the extent these allegations imply that CAG
6 violated any statute, regulation, or other law, CAG denies.

7 99. In answer to paragraph 99 of the Second Amended Complaint, CAG denies.

8 100. In answer to paragraph 100 of the Second Amended Complaint, CAG denies.

9 **IV. PRAYER FOR RELIEF**

10 CAG denies that the Plascencias are entitled to any relief in this matter.

11 **AFFIRMATIVE DEFENSES**

12 By way of further answer and affirmative defenses, CAG alleges as follows:

13 1. The Second Amended Complaint fails to state a claim upon which relief can be
14 granted.

15 2. The Plascencias’ damages, if any, may have been caused or contributed by their
16 own conduct or the conduct of others, over whom CAG had no control.

17 3. If the Plascencias have suffered damages, which CAG denies, the Plascencias
18 failed to mitigate some or all of their damages.

19 4. Even if CAG is found to have violated a statute, regulation, or other law, any
20 damages suffered by the Plascencias are de minimis and immaterial.

21 5. The Plascencias claims may be barred by the doctrines of waiver, estoppel, or
22 unclean hands.

23 6. Pursuant to RCW 4.22.070, CAG requests that the trier of fact apportion fault to
24 all persons, parties, or entities related to this action, including the Plascencias, such that CAG’s
25 liability, if any, is reduced accordingly.

26 7. CAG is entitled to its attorneys’ fees and costs pursuant to RCW 4.84.

27 8. CAG reserves the right to bring further necessary third-party complaints,

1 counterclaims, and cross-claims as the facts and discovery may warrant

2 9. CAG is without complete information as to all of the facts and circumstances
3 surrounding the allegations in the Second Amended Complaint and therefore reserves the right to
4 amend its answer to add additional defenses as may be warranted by the facts as they become
5 known.

6 10. To the extent that the Plascencias are awarded any damages, such award must be
7 reduced by the amount owed to CAG. CAG specifically is entitled to a setoff for the judgment
8 entered in favor of CAG and against the Plascencias in King County District Court Case No.
9 172-14488.

10 11. The Plascencias have failed to join an indispensable party.

11 12. To the extent CAG violated any statute, regulation, or other law, it was the result
12 of bona fide error.

13 13. The doctrine of collateral estoppel bars the Plascencias from litigating some or all
14 of their claims.

15 14. The doctrine of res judicata bars the Plascencias from litigating some or all of
16 their claims.

17 15. The Rooker-Feldman doctrine bars the Plascencias from litigating some or all of
18 their claims.

19 16. The Full Faith and Credit Act bars the Plascencias from litigating some or all of
20 their claims.

21 17. The Plascencias' claims must be dismissed for lack of subject matter jurisdiction.

22 18. Pursuant to RCW 12.08.100, any allegedly misstatement in State Collection
23 Action pleadings did not meaningfully prejudice the Plascencias and so must be disregarded.

24 19. To the extent the Plascencias' claims are premised upon alleged statutory
25 violations in documents they claim not to have received, these claims must be dismissed because
26 the Plascencias cannot as a matter of law show that they were damaged by defects in documents
27 they did not receive.

20. The Plascencias claims may be barred by the applicable statutes of limitations.

21. The Plascencias may lack standing to assert their claims.

22. Any allegedly misstatement in State Collection Action pleadings is subject to litigation privilege and thus cannot be basis for CAG's liability...

23. CAG specifically does not waive any of its defenses provided by statute, the Civil Rules or otherwise to include, but not limited to, lack of jurisdiction, improper service of process, or insufficiency of process.

WHEREFORE, Defendant Collins prays for the following judgment:

1. Dismissing the Plascencias' claims against CAG with prejudice and without costs;
2. For all attorneys' fees and costs incurred by CAG in this matter; and
3. For such further relief as the Court deems just and equitable.

DATED this 9th day of January, 2019

LEWIS BRISBOIS BISGAARD & SMITH LLP

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DECLARATION OF SERVICE

I hereby certify that on January 9, 2019, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all attorneys of record.

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Dated this 9th Day of January 2019 at Seattle, Washington.

s/Logan Platvoet

Logan Platvoet
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